DOCUMENT #5581
ADOPTED 6/10/93

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

HILLCREST FARM

This Agreement is made as of the ____ day of June, 1993 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and Hillcrest Farm hereinafter called the Licensee.

A license to occupy the License Area, as generally described below and on a map in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area is located on a portion of Long Wharf in the Waterfront Project measuring approximately eight feet by fifteen feet for approximately 120 square feet of land and is to be used solely for the purposes of providing pony rides and photographic opportunities to children using Shetland ponies within this limited License Area.

2. The Licensee agrees that it is not eligible for relocation benefits.

3. The License Area is to be vacated on thirty (30) days written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.

4. The License Fee shall be Four Hundred Eighty Dollars ($480.00) per month, payable in advance on the first day of each month, commencing upon execution. Upon execution of this Agreement, the Licensee shall deposit with the Licensor a sum equal to one (1) month's License Fee, to be retained by the Licensor until sixty days after the termination of this Agreement in order to insure the satisfactory completion of all the terms and conditions of this Agreement, and/or also deposit with the Licensor a bond or cash deposit in the amount as may be required in the Special Conditions attached to this License to assure restoration of the property to its condition at the time of initial occupancy by the Licensee or as may be required by the said Special Conditions. No interest shall be paid to the Licensee on said deposit. Any portion of the License Fee remaining unpaid for a period of thirty days following its due date, the validity of which has not been contested in writing by the Licensee within said thirty day period, may, without further authorization, be deducted from any funds that are due or maybe

due the Licensee from the Licensor. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.

5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees,visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor,the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of One Million ($1,000,000) Dollars combined single limit and Two Million ($2,000,000) Dollars aggregate. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.

7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.

8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.

9. The Licensee covenants that it will not occupy or use the License Area,nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.

10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities

when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.

12. Failure to pay the License Fee or to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.

13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.

14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

ATTEST: BOSTON REDEVELOPMENT AUTHORITY

_____ By:_____
Paul L. Barrett, Director

HILLCREST FARM

_____ By:_____
Daniel Murphy, Owner

Approved as to form:

_____
General Counsel
Boston Redevelopment Authority

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SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.

2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any horse droppings, weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.

3. Licensee shall be responsible for any of their ponies, contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.

4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.

5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.

6. No stock piling of spoil, horse feces, refuse, trash or landfill materials will be permitted or allowed on the License Area.

7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.

8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.

9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.

10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.

11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.

12. In conjunction with a general increase in the rents in the Waterfront Project, the License Fee shall be subject to change upon thirty (30) days written notice to the Licensee but in no event will the fees increase more than the average increase borne by all similar licenses in the Waterfront Project in the same year.

13. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.

14. Licensee shall supply fresh water to the ponies and will work within the guidelines established by the Massachusetts Department of Agriculture-Animal Health Department concerning the care and custody of the ponies.

15. Licensee shall provide and assume all costs of the License Area including police, fire, security guards, ambulances or sanitary services required to insure compliance with all laws, codes and ordinances.

16. The Licensee shall take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees, and plantings related to the License Area and shall repair and replace or otherwise make good as directed by the Licensor, any damage so caused. All streets and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.

17. The Licensee shall assist and provide backup during any emergency call for medical, fire, evacuation, or crowd control management; and maintain safe and effective evacuation procedures in the event of an emergency. In addition, Licensee shall respond to reported crimes, accidents, injuries and any emergency situation and stand ready to effect an emergency evacuation according to specific orders of City officials when appropriate.

18. Licensee shall immediately notify the Boston Police and Boston Fire Departments of any emergency requiring their service. The Licensee is expected to transmit all information accurately to both the Boston Fire Department and the Boston Police Department and to arrange a suitable meeting place in expediting their entrance to the License Area.

19. The Licensee shall not commence or continue to perform any work at the License Area unless the Licensee has in full force and effect all required insurance, and until all insurance certificates have been filed evidencing the specific insurance coverage required, nor shall any payment for work performed become due and payable until those certificates have been filed. The Licensee shall not permit any subcontractor, supplier or other person or organization to perform work unless the worker's compensation insurance requirements have been compiled with by that subcontractor, supplier, other persons or organization.

All insurance polices provided to the foregoing provisions of these insurance requirements shall be in the form and written by companies satisfactory to the Licensor.

As evidence of specified insurance coverage, the Licensee shall provide certificates of insurance itemizing the specific policies issued, the limits of coverage afforded, and the endorsements provided, all in accordance with the requirements of the forms prescribed in the License Agreement, or as required by the Licensor prior to execution or any extension.

All the policies of insurance so required of the Licensee shall be endorsed to include as additional insureds: The Boston Redevelopment Authority as Licensor, Authority's consultants, and each of their directors, officers, employees, representatives, or agents. The insurance afforded to these additional insureds shall be primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of insurance provided under the Licensee's policies of insurance shall not be reduced or prorated by the existence of other insurance.

Without limitation of any other provisions of this License Agreement, if (a) the Licensee's agreement herein to insure or to name as additional insured the Authority or any other specified additional insured with respect to contractual liability assumed by the Licensee under the terms of this License Agreement or otherwise, or (b) any contract of insurance between the Licensee or any Sub-Licensee and its insurance company shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that such circumstances shall not otherwise affect the validity or enforceability of the Licensee's agreements and obligations under this License Agreement nor the validity or enforceability of such contract of insurance, each of which shall be enforced to the fullest extent permitted by law.

20. Licensee shall supply healthy, well groomed and tame ponies with the following vaccines/shots for public health and safety reasons.

- o All ponies require a negative Coggins Test a/k/a Equine Infectious Anemia (EIA) Test for horses within the State within one year and for out-of-state horses a negative Coggins Test must be within six (6) months as required by Massachusetts law.

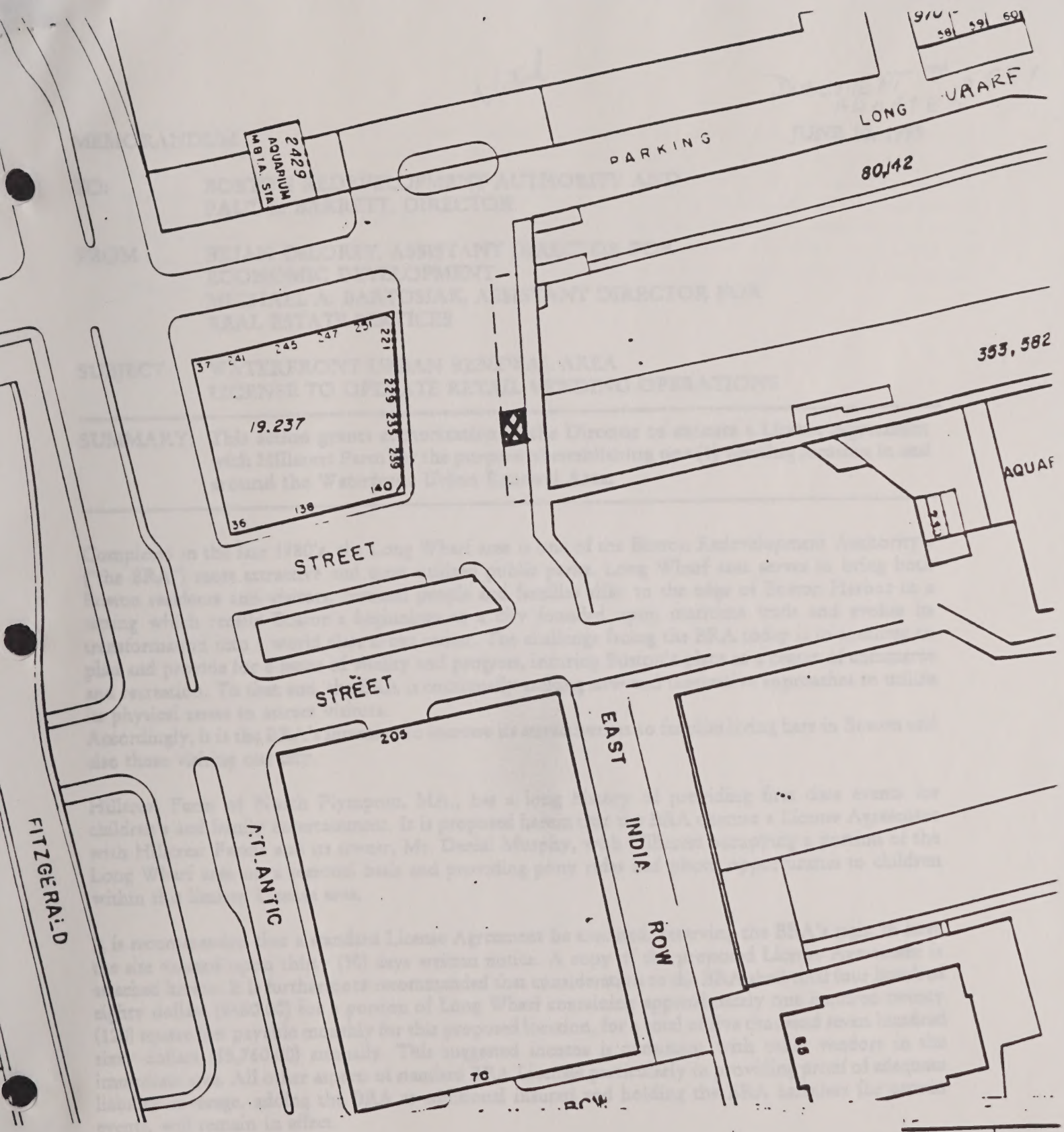
- o Ponies shall be vaccinated with the following shots:

    - annual flu shot
    - eastern and western equine encephalitis
    - tetanus shot
    - rabies shot

In addition, the Licensee is strongly recommended to de-worm the horses once every eight weeks.

The Licensee must supply documentation to the Licensor for the above vaccinations/shots have been given to the ponies and health papers shall be supplied by a Veterinarian, licensed by the Commonwealth of Massachusetts Board of Registrars of Veterinarians, evidencing such that the ponies have been examined, are healthy, and properly vaccinated. This documentation will be verified by the Commonwealth of Massachusetts Department of Agriculture - Animal Health Department and Commonwealth of Massachusetts Board of Registrars of Veterinarians. Licensee must show evidence of a Massachusetts stable license through the Commonwealth of Massachusetts Department of Agriculture.

21. The Licensee will supply only qualified personnel to directly supervise the handling of the ponies with this limited License Area.



The License Area is located on a portion of Long Wharf in the Waterfront Project measuring approximately eight feet by fifteen feet for approximately 120 square feet of land and is to be used solely for the purposes of providing pony rides and photographic opportunities to children using Shetland ponies within this limited License Area.

Waterfront
Urban Renewal Area
Massachusetts R-77
BOSTON REDEVELOPMENT AUTHORITY

Exhibit A

Hotel

DOCUMENT # 5581
ADOPTED

MEMORANDUM JUNE 10, 1993

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM : BRIAN DeLOREY, ASSISTANT DIRECTOR FOR
ECONOMIC DEVELOPMENT
MICHAEL A. BARTOSIAK, ASSISTANT DIRECTOR FOR
REAL ESTATE SERVICES

SUBJECT: WATERFRONT URBAN RENEWAL AREA
LICENSE TO OPERATE RETAIL VENDING OPERATIONS

SUMMARY: **This action grants authorization to the Director to execute a License Agreement with Hillcrest Farm for the purpose of establishing one (1) vending location in and around the Waterfront Urban Renewal Area.**

Completed in the late 1980's, the Long Wharf area is one of the Boston Redevelopment Authority's ("the BRA") most attractive and most utilized public parks. Long Wharf area serves to bring both Boston residents and visitors, business people and families alike to the edge of Boston Harbor in a setting which recalls Boston's beginnings as a city founded upon maritime trade and evokes its transformation into a world class urban center. The challenge facing the BRA today is to continue to plan and provide for a sense of vitality and progress, insuring Boston's place as a center of commerce and recreation. To that end, the BRA is continually seeking new and innovative approaches to utilize its physical assets to attract visitors.
Accordingly, it is the BRA's intention to increase its attractiveness to families living here in Boston and also those visiting our city.

Hillcrest Farm of North Plympton, MA., has a long history of providing first class events for children's and family entertainment. It is proposed herein that the BRA execute a License Agreement with Hillcrest Farms and its owner, Mr. Daniel Murphy, with Hillcrest occupying a portion of the Long Wharf area on a seasonal basis and providing pony rides and photo opportunities to children within this limited License area.

It is recommended that a standard License Agreement be executed, reserving the BRA's right to have the site vacated upon thirty (30) days written notice. A copy of the proposed License Agreement is attached hereto. It is furthermore recommended that consideration to the BRA shall total four hundred eighty dollars ($480.00) for a portion of Long Wharf containing approximately one hundred twenty (120) square feet payable monthly for this proposed location, for a total of five thousand seven hundred sixty dollars ($5,760.00) annually. This suggested income is consistent with other vendors in the immediate area. All other aspects of standard BRA Licenses,particularly in providing proof of adequate liability coverage, adding the BRA as additional insured and holding the BRA harmless for certain events, will remain in effect.

An appropriate vote follows:

VOTED: That the Director is hereby authorized to execute a License Agreement with Hillcrest Farm, for the purpose of locating one outdoor vending location offering pony rides and photo opportunities within this limited License area in the Waterfront Urban Renewal

Area at a monthly license rental of four hundred eighty dollars ($480.00) for a portion of Long Wharf containing approximately one hundred twenty (120) square feet in the Waterfront Urban Renewal Area. Said License Agreement shall provide that the Licensee obtain liability insurance naming the BRA as additional insured in all policies,in accordance with the BRA's usual form. Said License Agreement is to contain the expressed provision that no obligation on the part of the BRA, direct or indirect, is to be construed beyond this temporary tenancy. Said License to contain the BRA's usual terms and conditions and such other terms and conditions as the Director deems appropriate and in the best interests of the BRA.